

GENERAL CONDITIONS OF PURCHASE

1. General provisions.

The Orders placed by IT8 Software Engineering S.L., holder of tax number (NIF) B97996060 (hereinafter "IT8"), and the contractual relations to which it is a party, shall be governed exclusively by these General Conditions of Purchase. Any exception to these General Conditions of Purchase will be treated as Special Conditions of Purchase, set down in writing and expressly accepted by IT8 and bound to a specific order.

Any entries made on the Order shall be considered Special Conditions of Purchase.

Acceptance of the Purchase Order issued by IT8 implies full acceptance of these General Conditions, considering, where applicable, the modifications set down in the Particular Conditions of Purchase of the order, where both documents shall be complementary and binding.

2. Formalisation of Orders.

Orders and purchase orders, together with their modifications and extensions, shall be made in writing and the Supplier shall acknowledge receipt thereof in a maximum period of 2 days from receipt. For orders for services or subcontracting, a signed and stamped copy of the order must be returned.

Once the Orders have been placed and accepted, they shall become firm and binding.

Should the acknowledgement of receipt not be received within the given period, these General Conditions and any special conditions of the order shall be considered accepted without reservation in the following cases:

- Confirmation by the Supplier by any means.
- Confirmation of the term of delivery.
- Delivery of the goods, start of work or provision of service.
- Acceptance of payment.

3. Delivery of the goods.

The products shall be delivered in the quantity, quality, time, place and conditions indicated by IT8 on the Orders and in accordance with this document.

Except for specific conditions in this respect, the products will be delivered to the IT8 facilities in Almussafes at Polígono Industrial Juan Carlos I, C/ Tramuntana, 2. In all cases, the goods must be accompanied by the corresponding delivery note issued by the Supplier, which shall include a total list of the products delivered, the IT8 order number to which it corresponds, the delivery date and, where appropriate, sufficient instructions for the correct use and installation thereof.

The delivery note shall not be valid if not signed by the person authorised by IT8 and the acceptance of the goods at the time of delivery shall be provisional until the material has been inspected. Goods delivered shall be considered duly received by IT8.

The goods shall be delivered correctly packaged, where the Supplier shall ensure that said packaging is adequate and in optimum condition.

The goods shall be delivered carriage paid at the Supplier's own risk unless otherwise specified. Any situation involving non-receipt in the established condition, manner and time, such as loss, deterioration, delays, breakage during transport, delivery or unloading, shall be assumed by the Supplier.

In the event of failure to meet the delivery deadline, the Supplier shall be responsible for the means required to deliver the goods or service as quickly as possible. Acceptance of the goods after the agreed deadline does not imply any waiver of claims or possible legal actions to which the party concerned is entitled.

Should the Supplier anticipate difficulties affecting the term of delivery of the goods or should circumstances of force majeure occur beyond his control, he must inform IT8 immediately or at least sufficiently in advance to prevent any damages.

4. Inspection and reception of goods.

Final acceptance shall be subject to careful examination by qualified IT8 personnel or when assembly work has begun on the purchased product. The inspection shall be carried out in a period of 15 calendar days, after which acceptance of the goods shall be considered final.

Should IT8 observe any defects or anomalies in the goods supplied by the Supplier or discover that the goods fail to conform to previously agreed technical specifications, he shall immediately inform the Supplier and IT8 may opt to cancel the purchase order, require the Supplier to repair the defects or anomalies observed or carry out the work or services necessary to remedy the defects observed personally or by means of third parties hired by the Supplier, without prejudice to reserving, in any case, the right to take legal action against the Supplier to claim damages caused.

The return of the goods to the Supplier, whether for replacement, repair or return, shall always be at the expense of the Supplier, and all costs and expenses that such return may entail shall be borne by the Supplier.

5. Subcontracting

The Supplier shall ensure compliance with any specific regulations of the end customer related to occupational safety, as well as the regulations in force, by providing its personnel with all mandatory personal protective equipment and ensuring that they have received adequate training in the use thereof.

Orders shall not be fully valid until the Supplier has provided the following required documentation, which must be renewed on expiry.

Necessary documentation at company level:

- Policy signed with the accident insurance company under the collective agreement.
- Civil liability insurance policy and the corresponding receipt.
- Hiring policy in the area of occupational hazards prevention and certificate or receipt of it being up-to-date.
- Contractor and subcontractor certificate issued by the tax authorities.

Necessary documentation for workers:

- TA2
- Provision of Personal Protective Equipment (PPE).
- Information on occupational hazards.
- Training certificate as provided in the collective agreement for the metal industry according to work post.
- Training certificate for work at height.
- Up-to-date medical check-up.

Furthermore, in order to proceed with payment of the invoices, the following documentation must be updated on a monthly basis:

- Certificate showing that the Supplier is up to date with Social Security payments.
- TC1 and TC2 forms and proof of payment.
- Last receipt of payment of self-employed worker contributions, where applicable.
- Proof of being up-to-date with salary payments.
- Updated ITA report.

6. Invoicing, prices and payments.

All invoices must be sent to the address given at the top of the order issued by IT8, where any invoice issued to another address or company name, even if the said company is part of the IT8 group, shall be automatically rejected.

All invoices must show the following:

- A breakdown of quantity, description, price, discount applied and VAT (and/or any other tax applied).
- Our Order number.
- Copy of the delivery notes and/or service reports signed by the authorised supervisor.
- Form of payment, including full bank details in the case of payment by transfer.
- Expiry date.

All taxes levied on goods or services, together with transport costs for personnel and material, shall always be included in the price unless expressly stated otherwise.

In the agreed conditions, payments shall be made by transfer to the bank account as previously specified or by any other previously agreed procedure. Unless agreed otherwise, invoices shall be paid within 60 days from the date of the invoice.

Payment days cannot be changed and correspond to the 25th (working) day of each month after the due date of the invoice. Invoices due after the 25th shall be processed automatically for payment on the 25th of the following month.

Receipt of the Supplier's invoice more than 10 days after the date of issue or after the 20th of each month shall imply that the said invoice shall be paid on the next due date as corresponds. Invoices with a payment due date of less than 30 days are also subject to payment on the given day. Invoices must be received before the 5th day of the current month and late receipt will result in payment being deferred to the next given day.

7. Warranty

The Supplier hereby warrants that all materials supplied comply with current safety regulations, especially with regard to compliance with Machinery Directive 2006/42/EC.

The Supplier hereby warrants that the goods or services supplied to IT8 meet quality requirements in place across the sector, as well as those required by IT8 in particular.

Insofar as the products supplied by the Supplier are to be incorporated into an end product manufactured by IT8 and said product offered to end consumers, unless otherwise expressly agreed, IT8 will have all the legal powers against the Supplier that consumers have against sellers, in accordance with Law 23/2003 on Warranties.

The Supplier guarantees the products supplied or services rendered for a minimum period of two years, as from the commissioning of the machines or installations for which they are to be used, by repairing or replacing any element with material and/or construction defects and by solving all service problems with design defects or malfunctions, compensating IT8 for damages caused and at no additional cost.

Should a customer of IT8 or any third party claim responsibility for a product or service, the Supplier undertakes to hold IT8 harmless for the damages claimed and penalties awarded, provided that the damage is caused by defects in the operation, insufficiency or errors in the documentation of the machinery or product supplied by the Supplier or any other cause attributable to the Supplier.

8. Insurance.

The persons hired by the Supplier, who, in compliance with the contract with IT8, work in any installation owned by the Supplier or its clients, must read the company's regulations, and IT8 shall be in no way responsible for any accidents occurring to such persons.

Suppliers shall provide proof of insurance to cover their civil liability as a result of their activity in compliance with the order or purchase order placed by IT8. A minimum cover of 300,000 euros is set unless the Particular Conditions of Purchase include exceptions to the cover.

9. Non-disclosure

The Supplier agrees to keep secret and ensure that the personnel working under the performance of this contract keep secret all information about IT8 to which it gains access, including products, plans, reports, models or samples of which the Supplier is aware, where the latter may not use the said information for its own benefit or that of any other person, firm or entity.

The full or partial reproduction or disclosure of the material provided to the Supplier by IT8 is strictly prohibited without express authorisation in writing. When IT8 deems appropriate, it shall require the Supplier to sign a non-disclosure agreement.

The above paragraphs shall apply even after termination of this contract, as set out in the corresponding non-disclosure agreement. In the absence of a specific non-disclosure agreement, the application or validity will be 5 years from the date of the Purchase Order.

10. Data protection and industrial and intellectual property

In accordance with EU General Data Protection Regulation 2016/679 of 27 April 2016, IT8 shall process the information it provides on the basis of legitimate interest in the commercial relationship. When IT8 considers it appropriate, it shall require the Supplier to sign the Explicit (commercial) Consent document.

The personal data provided to IT8 by the Supplier shall be incorporated into a file owned by IT8 to process the Orders and comply with tax and accounting obligations. Accordingly, IT8 shall not transfer such data to other natural or legal persons other than transfers required by law and those expressly authorized beforehand by the data subject.

The Supplier may exercise his rights of access, rectification, cancellation and opposition by addressing IT8 directly.

The Supplier hereby warrants that, for the manufacture and installation of its products or services, he has used materials, supplies, procedures, hardware and/or software for which he holds the necessary licences, permissions, authorisations and industrial and intellectual property rights, assuming payment of any rights and compensation for such concepts or similar.

The Supplier shall be responsible for all claims relating to industrial, intellectual and commercial property of the materials, supplies, procedures and equipment used in the works, exempting IT8 from all damages, and shall compensate IT8 for any damages resulting from third-party claims.

When the intellectual property rights, plans, software and other documentation given to IT8 is part of the object of supply, IT8 has the right to reproduce them or make any other use thereof as it deems appropriate.

11. General conditions

Should any provision of this contract be or become invalid, the said circumstance shall not affect the validity of the remaining provisions. In this case, the parties hereto agree to replace the invalid clause with another clause that is valid and as similar as possible.

12. Assignment

Provider may not assign or transfer in any way all or any of the rights or obligations hereunder without express written permission from IT8.

Should the Supplier consider that it needs to assign any of its rights or obligations under these General Conditions or on a purchase order for any reason, he shall notify IT8 immediately so that the latter may proceed as it considers appropriate. If deemed appropriate, a new agreement shall be signed setting out the specific conditions for each circumstance. Otherwise, IT8 shall take the necessary legal action.

13. Termination

IT8 may temporarily suspend and/or cancel all or part of the purchase order at no cost and without prejudice to any damages that may be due should the Supplier fail to comply with any of the special conditions of the purchase order or any of the obligations set out in these General Conditions of Purchase.

14. Applicable Law and Jurisdiction

These General Conditions shall be governed by and interpreted in accordance with Spanish law.

In case of dispute arising from the interpretation and application of these General Conditions of Purchase, the parties expressly submit to the jurisdiction and powers of the Courts of Valencia. The supplier expressly waives all and any rights to his own jurisdiction and domicile.